



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

July 31, 2003

IN REPLY PLEASE

REFER TO FILE: **PD-2**

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**LOMITA BOULEVARD FROM HAWTHORNE BOULEVARD  
TO WESTERN AVENUE, ET AL.  
CITY OF LOMITA-COUNTY COOPERATIVE AGREEMENT  
SUPERVISORIAL DISTRICT 4  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the project to synchronize the traffic signals on Lomita Boulevard from Hawthorne Boulevard to Avalon Boulevard and to modify the traffic signal at the intersection of Lomita Boulevard and Western Avenue, including the installation of left-turn phasing at the intersections of Pacific Coast Highway with Pennsylvania Avenue, Oak Street, and Walnut Street and the reconstruction of curb, gutter, and sidewalk at the intersection of Pacific Coast Highway and Walnut Street, is exempt from the California Environmental Quality Act.
2. Approve and instruct the Chair of the Board to sign the cooperative agreement with the City of Lomita for the project. The agreement provides for the City to finance the entire construction cost to install left-turn phasing at the intersections of Pacific Coast Highway with Pennsylvania Avenue, Oak Street, and Walnut Street; to reconstruct curb, gutter, and sidewalk at the intersection of Pacific Coast Highway and Walnut Street, which is entirely within the City; and to contribute \$85,000 toward the cost to modify the traffic signal at the intersection of Lomita Boulevard and Western Avenue. The agreement also provides for the County to perform

the preliminary engineering for the traffic signal synchronization improvements and administer the construction of the overall project. The agreement further provides for the County to finance the traffic signal synchronization improvements on Lomita Boulevard and the modification of the traffic signal at the intersection of Lomita Boulevard and Western Avenue by utilizing the Los Angeles County Metropolitan Transportation Authority grant funds, City Proposition C Local Return funds, and County matching funds. The total project cost is currently estimated to be \$1,290,000 with the City's share being \$400,000, Los Angeles County Metropolitan Transportation Authority grant funds being \$800,000, and the County's share being \$90,000.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The County proposes to synchronize the traffic signals on Lomita Boulevard from Hawthorne Boulevard to Avalon Boulevard and to modify the traffic signal at the intersection of Lomita Boulevard at Western Avenue. In conjunction with these improvements, the City has requested the installation of left-turn phasing at the intersections of Pacific Coast Highway with Pennsylvania Avenue, Oak Street, and Walnut Street and the reconstruction of curb, gutter, and sidewalk at the intersection of Pacific Coast Highway and Walnut Street; Caltrans has completed the plans for this work at State expense. Your Board's approval of the enclosed agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the board of supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city.

#### **Implementation of Strategic Plan Goals**

This action meets the County's Strategic Plan Goal of Service Excellence. By improving the subject roadways, residents of the City of Lomita and the unincorporated area who travel on these streets will benefit and their quality of life will be improved.

### **FISCAL IMPACT/FINANCING**

The total project cost is currently estimated to be \$1,290,000 with the City's share being \$400,000, Los Angeles County Metropolitan Transportation Authority grant funds being \$800,000, and the County's share being \$90,000. Funding for this project is included in the Fiscal Year 2003-04 Proposition C Local Return Fund Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed agreement, which has been approved by County Counsel, provides for the City to finance the entire construction cost for the installation of left-turn phasing at the intersections of Pacific Coast Highway with Pennsylvania Avenue, Oak Street, and Walnut Street and the reconstruction of curb, gutter, and sidewalk at the intersection of Pacific Coast Highway and Walnut Street, which are entirely within the City, and to contribute \$85,000 toward the cost to modify the traffic signal at the intersection of Lomita Boulevard and Western Avenue. The agreement further provides for the County to perform the preliminary engineering for the traffic signal synchronization and the modification of traffic signals and administer the construction of the overall project.

### **ENVIRONMENTAL DOCUMENTATION**

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. Based on the scope of work, the proposed project is categorically exempt pursuant to Class 1 (x), Subsections 4, 5, and 14 of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301, Class 1 (c), of the California Environmental Quality Act guidelines.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Lomita Boulevard and Pacific Coast Highways are on the County's Highway Plan, and the proposed improvements are needed and of general County interest.

The Honorable Board of Supervisors  
July 31, 2003  
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## **CONCLUSION**

Enclosed are two copies of the agreement, which have been approved by the City and approved as to form by County Counsel. Upon approval, please return the copy marked "CITY ORIGINAL" to us for processing together with one approved copy of this letter. The copy marked "COUNTY ORIGINAL" is for your files.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

ESC:li

C040143

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Enc.

cc: Chief Administrative Office  
County Counsel

## **CITY ORIGINAL**

### AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF LOMITA, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY", and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

### WITNESSETH

WHEREAS, Lomita Boulevard and Pacific Coast Highway are on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, COUNTY proposes to synchronize the traffic signals on Lomita Boulevard from Hawthorne Boulevard to Avalon Boulevard and to modify the traffic signal at the intersection of Lomita Boulevard and Western Avenue, which work is hereinafter referred to as "TRAFFIC SIGNAL IMPROVEMENTS"; and

WHEREAS, in conjunction with TRAFFIC SIGNAL IMPROVEMENTS, CITY has requested, and the COUNTY is willing to include, the installation of left-turn phasing at the intersections of Pacific Coast Highway with Pennsylvania Avenue, Oak Street and Walnut Street, and the reconstruction of curb, gutter, and sidewalk at the intersection of Pacific Coast Highway and Walnut Street, which work is hereinafter referred to as "ADDITIONS"; and

WHEREAS, TRAFFIC SIGNAL IMPROVEMENTS are consistent with the scope of work for the synchronization of traffic signals on Lomita Boulevard within CITY, City of Los Angeles, City of Torrance and COUNTY as set forth in Memorandum of Understanding No. P0004242 between the COUNTY and the Los Angeles County Metropolitan Transportation Authority (MTA); and

WHEREAS, TRAFFIC SIGNAL IMPROVEMENTS are within the shared geographical boundaries of CITY; Cities of Carson, Los Angeles, and Torrance; and COUNTY; and

WHEREAS, ADDITIONS are entirely within the geographical boundary of CITY; and

WHEREAS, TRAFFIC SIGNAL IMPROVEMENTS and ADDITIONS together are hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT is of general interest to CITY; Cities of Carson, Los Angeles, and Torrance; COUNTY; and State of California; and

WHEREAS, the State of California has completed the design plans for ADDITIONS at State expense; and

WHEREAS, COUNTY is willing to perform the preliminary engineering for TRAFFIC SIGNAL IMPROVEMENTS, contract administration, construction inspection and engineering, materials testing, equipment and system testing, traffic signal timing, construction survey, utility engineering and relocation, and traffic detour for PROJECT; and

WHEREAS, "COST OF TRAFFIC SIGNAL IMPROVEMENTS" includes the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, materials testing, equipment and system testing, traffic signal timing, construction survey, utility engineering and relocation, signing, striping, and traffic detour for PROJECT, as more fully set forth herein; and

WHEREAS, "CONSTRUCTION COST OF ADDITIONS" includes the costs of construction contract, contract administration, construction inspection and engineering, materials testing, equipment and system testing, traffic signals timing, construction survey, utility engineering and relocation, signing, striping, and traffic detour for ADDITIONS, as more fully set forth herein; and

WHEREAS, CITY has Four Hundred Thousand and 00/100 Dollars (\$400,000.00) available in Proposition C Local Return funds; and

WHEREAS, CITY is willing to finance the entire CONSTRUCTION COST OF ADDITIONS, currently estimated to be Three Hundred Fifteen Thousand and 00/100 Dollars (\$315,000.00), and contribute Eighty-five Thousand and 00/100 Dollars (\$85,000.00) toward the cost to modify the traffic signal at the intersection of Lomita Boulevard and Western Avenue, using CITY'S available Proposition C Local Return funds; and

WHEREAS, although the intersection of Lomita Boulevard and Western Avenue is entirely within the geographical boundary of the City of Los Angeles, the modification of the traffic signal at this intersection will improve traffic flow to and from CITY; and

WHEREAS, COUNTY is willing to finance the COST OF TRAFFIC SIGNAL IMPROVEMENTS by utilizing MTA grant funds, CITY'S Proposition C Local Return funds, and COUNTY matching funds; and

WHEREAS, COST OF TRAFFIC SIGNAL IMPROVEMENTS and CONSTRUCTION COST OF ADDITIONS are currently estimated to be One Million Two Hundred Ninety Thousand and 00/100 Dollars (\$1,290,000.00), with CITY'S share being Four Hundred Thousand and 00/100 Dollars (\$400,000.00), MTA grant funds being Eight Hundred Thousand and 00/100 Dollars (\$800,000.00), and COUNTY'S share being Ninety Thousand and 00/100 Dollars (\$90,000.00).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term "JURISDICTION," as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of each governmental entity mentioned in this AGREEMENT.
- b. COST OF TRAFFIC SIGNAL IMPROVEMENTS, as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, materials testing, equipment and system testing, traffic signal timing, construction survey, utility engineering and relocation, signing, striping, and traffic detour, and all other work and materials necessary to construct TRAFFIC SIGNAL IMPROVEMENTS in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. CONSTRUCTION COST OF ADDITIONS, as referred to in this AGREEMENT, shall consist of the costs of construction contract, contract administration, construction inspection and engineering, materials testing, equipment and system testing, traffic signal timing, construction survey, utility engineering and relocation, signing, striping, and traffic detour, and all other work and materials necessary to construct ADDITIONS, in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- d. The cost of "preliminary engineering," as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.

- e. The cost of "construction contract," as referred to in this AGREEMENT, shall consist of the total of all payments to the contractor for PROJECT and payments to utility companies or contractors for the relocation of facilities necessary for the construction of PROJECT.

(2) CITY AGREES:

- a. To finance the entire CONSTRUCTION COST OF ADDITIONS, currently estimated to be Three Hundred Fifteen Thousand and 00/100 Dollars (\$315,000.00), and contribute Eighty-five Thousand and 00/100 Dollars (\$85,000.00) toward the cost to modify the traffic signal at the intersection of Lomita Boulevard and Western Avenue.
- b. To deposit with COUNTY, after execution of this AGREEMENT and upon demand by COUNTY, Four Hundred Thousand and 00/100 Dollars (\$400,000.00) in CITY Proposition C Local Return funds to finance the entire CONSTRUCTION COST OF ADDITIONS and a portion of the cost to modify the traffic signal at the intersection of Lomita Boulevard and Western Avenue.
- c. To obtain, if necessary, and grant COUNTY any temporary right of way within CITY necessary for the construction of PROJECT at no cost to COUNTY.
- d. Upon approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY highway right of way.
- e. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of these utilities and facilities that interferes with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.



- f. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- g. Upon completion of PROJECT, to maintain in good condition and at CITY expense all improvements constructed as part of TRAFFIC SIGNAL IMPROVEMENTS within and under CITY'S JURISDICTION.

(3) COUNTY AGREES

- a To perform the preliminary engineering for TRAFFIC SIGNAL IMPROVEMENTS, contract administration, construction inspection and engineering, equipment and system testing, traffic signal timing, utility engineering and relocation, materials testing, construction survey, and traffic detour for PROJECT.
- b To finance the COST OF TRAFFIC SIGNAL IMPROVEMENTS using MTA grant funds, CITY Proposition C Local Return funds, and COUNTY matching funds.
- c To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- d To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a That if CITY'S payment, as set forth in paragraph (2) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY prior to award of PROJECT, COUNTY may delay the award of PROJECT pending the receipt of CITY'S payment.
- b. COUNTY, at any time, may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice.
- c. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and

consult each other, but the orders of the COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final.

- d. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.
- e. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following

CITY:

Mr. Tom Odom  
City Administrator  
City of Lomita  
P.O. Box 339  
Lomita, CA 90717-0098

COUNTY:

Mr. James A. Noyes  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- f. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- g. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of



IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF LOMITA on JUNE 18, 2003, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2003.

COUNTY OF LOS ANGELES

ATTEST:

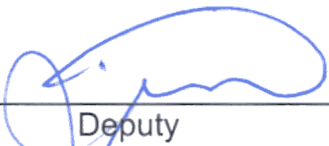
VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Chair, Board of Supervisors


By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By  \_\_\_\_\_  
Deputy

CITY OF LOMITA

By  \_\_\_\_\_  
Mayor

ATTEST:

By  \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By  \_\_\_\_\_  
City Attorney